



COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

**COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012**

**All bid prices shall be submitted on the Bid Form included in the bid/proposal.
Any revisions made on the outside of the envelope WILL NOT be considered.**

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A**
 - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: MAY 26, 2011

Sealed bids from qualified contractors will be received before 12:00 NOON, May 26, 2011 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor, materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

**SEALED BID # 11-5576
ANNUAL CONTRACT
PEST CONTROL SERVICES
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**PRE-BID/PROPOSAL MEETING: MAY 11, 2011 @ 2:00 P.M.
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

No bids will be accepted after the 12:00 noon deadline.

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

All contractors wishing to submit bids for this work must submit a qualification statement form (in bid package) to be considered. Proposals must be accompanied by bid security in the amount not less than five percent (5%) of the base bid. Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the "performance of physical services" in order to be considered.

No proposal may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.purchasing.cobbcountyga.gov.

Advertise: APRIL 29, 2011
 MAY 6, 13, 20, 2011



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 11-5576
ANNUAL CONTRACT
PEST CONTROL SERVICES
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT

DELIVERY DEADLINE: MAY 26, 2011 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: MAY 26, 2011 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **11-5576**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 60 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: APRIL 29, 2011
MAY 6, 13, 20, 2011

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 11-5576 DATE: May 26, 2011

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Annual Contract
Pest Control Services

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

**"STATEMENT OF NO BID"
SEALED BID NUMBER 11-5576
ANNUAL CONTRACT
PEST CONTROL SERVICES**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

INVITATION TO BID

**SEALED BID # 11-5576
ANNUAL CONTRACT
PEST CONTROL SERVICES
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

BID OPENING DATE: MAY 26, 2011

**PRE-PROPOSAL CONFERENCE: MAY 11, 2011 @ 2:00 P.M. (E.S.T.)
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

**BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE**

**BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 3 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE:98872

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

INVITATION TO BID

**ANNUAL CONTRACT - PEST CONTROL SERVICES FOR
COBB COUNTY GOVERNMENT FACILITIES**

COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT

SEALED BID #11-5576

**OWNER:
COBB COUNTY BOARD OF COMMISSIONERS
COBB COUNTY, GEORGIA**

**PEST CONTROL
FOR
COBB COUNTY GOVERNMENT FACILITIES**

TABLE OF CONTENTS

Scope and Services	Page 3
Special Terms and Conditions.....	Page 5
Specifications.....	Page 9
General Terms and Conditions	Page 11
Georgia Security and Immigration Compliance Act, with Exhibits	Page 23
Conflict of Interest and Officer’s Oath	Page 32
Officer’s Oath	Page 33
Bid Form	Page 34
Contactors Qualification Statement	Page 35
Sample Contract.....	Page 37
Payment and Performance Bond Forms.....	Page 38
Attachment A: Pricing Tables and Locations	

Invitation to Bid
Annual Contract - Pest Control for Cobb County Government Facilities
Cobb County Property Management Department
Sealed Bid #11-5576

SCOPE AND SERVICES

The Cobb County Property Management Department will receive sealed bids from qualified contractors for Pest Control Services at Cobb County Government Facilities. **All bids must be received before 12:00 noon on May 26, 2011** at the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA. 30008. No bids will be accepted after the 12:00 noon deadline. Bids will be opened at 2:00 p.m. in the Cobb County Purchasing Bid Room.

A pre-bid meeting will be held at the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, Georgia, 30008 on May 11, 2011 at 2:00 p.m. for the purpose of answering questions of prospective bidders.

Bidders having questions with regard to the project or Bid Documents shall present these questions in writing to the Owner for clarification no later than **May 17, 2011 at 5:00 p.m.** Responses to inquiries will be answered in the form of an addendum. Bidders acknowledge receipt of addenda by inserting their number and date on the Bid Form. Failure to do so may subject bidder to disqualification. Addenda form part of the Contract Documents.

Submit questions in writing to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
E-mail: purchasing@cobbcounty.org

Bidders shall submit an original and THREE (3) copies of their response to the Cobb County Purchasing Department.

The services required under this Bid are to begin July 1, 2011, and are to be provided in accordance with the specifications and schedules included in this Bid. Where required, each bidder shall state the time of proposed delivery of goods or services. Words such as “immediate”, “as soon as possible”, etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

Contractors shall include the following in their bid submittal:

- a) Bid bond in the amount of 5% of the first year's total price per pricing page in the Bid Form;
- b) Contractor's Affidavit and Agreement of Compliance with the Georgia Immigration Compliance Act (Attachment A, Exhibit A);
- c) Bid form with pricing;
- d) An executed Conflict of Interest Statement (Attachment B);
- e) An executed "Officer's Oath" (Attachment B);
- f) Disadvantaged Business Enterprise Identification Form (Attachment D) and, if applicable, Exhibit C - Cobb County Government Disadvantaged Business Enterprise Participation Report, completed with currently known information;
- g) References per Bid Form;

The officer shall file the oaths whose duty it is to make the payment. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for procuring the contract shall also make the oaths. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oaths. If such oaths are false, the contract shall be void, and all sums paid by the County on the contract may be recovered by appropriate action.

SPECIAL TERMS AND CONDITIONS

I. Bonds

Attorneys-in-fact who sign bonds shall file with the bond a certified copy of their power-of-attorney to sign such bond. This Certificate shall include date of bond and shall be written by a surety company acceptable to the Owner and licensed to do business in the State of Georgia.

The required 5% bid bond shall be for not less than 5% of the base bid amount for the total value of basic services for Year 1. The successful bidder's security will be retained until signed Contract and required certificates of insurance and bonds have been received by the Owner.

The Owner reserves the right to retain the bid securities of all bidders until the successful bidder enters into a contract with the Owner or until 60 days after bid opening, whichever is sooner. Other bid securities will be returned as soon as practical. If any bidder refuses to enter into a contract or is unable due to the inability to timely provide insurance certificates, bonds, etc., to enter into a contract with the Owner; the Owner may retain the bid security as liquidated damages but not as a penalty.

The required 100% Performance Bond and Labor and Material Payment Bond, or other instruments allowed by law and accepted by Owner, must be secured and submitted prior to signing the Contract, and prior to the anniversary date for any renewal terms of the Contract, each in the amount of 100% of the Annual Contract Sum. Bonds shall be submitted on bond forms provided by the Owner, samples of which are included in this bid package, and must be written by a surety company licensed to do business in the State of Georgia, have an "AM Best" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the Federal Government (Circular 570), and have recommended Bond limits equal to or in excess of those required for this project; or otherwise acceptable to the Owner.

II. Award and Contract

This entire bid package and any subsequent addenda hereto shall constitute the Project Manual for contracts and services resulting from this bid.

The successful Bidder's bid shall be an offer to contract. Such offer shall be accepted and a contract created upon the Owner and Contractor signing the Contract. Such signature shall bind the parties to the contract including all of the terms set forth in this Project Manual.

Bids will be evaluated based on the total, combined price (sum) of all three (3) years pricing for services described in the facilities list. Award will be made to Bidder with the lowest total price that is judged to be responsible and responsive as determined by and at the sole discretion of the Owner.

The Bidder to whom the Contract(s) is awarded shall, within ten days after Notice of Award and receipt of Contract forms from the Owner, sign and deliver required copies to the Owner.

The Bidder to whom the Contract is awarded shall, within ten (10) calendar days after written notice of award, provide to the Owner the Certificates of Insurance and Labor and Material and Performance Bonds required by the Owner. Insurance and Bonds must be approved by the Owner before the Bidder may proceed with the Work, with such approval being issued either as a written "Notice to Proceed" or by return of the fully signed Contract and Owner's Purchase Order funding the Work.

Failure by the Bidder to return a legally signed Contract(s) and/or the required Certificates of Insurance or Bonds in the time specified herein may have their Award and Contract(s) rescinded and shall forfeit their Bid Bond.

The contract for Pest Control will be for a period of three (3) years, with the option to renew for two (2) additional one (1) year terms. All contracts resulting from this Bid shall in all circumstances be governed and controlled by the provisions contained in the Official Code of Georgia, Section 36-60-13, which is incorporated by reference, in that, among other provisions, the contracts shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which they are executed and at the close of each calendar year for which they may be renewed, providing for a total of Five (5) years of services resulting from this bid, unless Owner provides to Contractor written notice at least 30 days prior to the end of the initial year of the Contract or any subsequent year for which it may be renewed. Owner shall confirm renewal of contracts for additional terms by issuance of Purchase Orders funding the work covered by the contract.

In addition to the contract term anticipated above and any termination for cause provision, the Owner reserves the right to cancel any contract with the Contractor at any time for its convenience and without cause by providing at least 30 days written notice to Contractor in which the date of termination shall be set forth. In the event such of cancellation of the contract, Contractor shall be entitled to payment for all approved services performed and materials provided prior to the termination date set forth in the notice of intent to cancel the contract, but shall be entitled to no further compensation or damages of any sort, including but not limited to lost profits or consequential damages. The Owner may also in its discretion and without any liability modify the contract to reduce or exclude certain services or materials to be provided in the contract and the price shall be equitably adjusted.

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department

thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

III. Work

Contractor shall perform and furnish all labor, supervision, services, materials, equipment, tools, transportation, storage and all other things necessary to prosecute and complete the work identified and described herein, or which can be reasonable inferred. All work shall be performed to the satisfaction of the Owner. The Work shall be performed by Contractor in a good and workmanlike manner strictly in accordance with the Contract Documents, consisting of the plans, specifications (including, but not limited to, Project Manual, general, special and supplemental conditions), addenda, bid proposal form and all subsequently and duly issued modifications thereto. All pesticide shall conform (meet or exceed) Department of agriculture (USDA) approved to applicable state codes (SBCCI), National Electrical Code (NEC) latest edition as amended by Cobb County as well as all other applicable code requirements. The Owner shall have the right, from time to time, to inspect the work of the Contractor to determine compliance with the Contract Documents in conjunction with payments.

Contractor represents and agrees that it has carefully examined and understands the Contract Documents relevant to the Work; has adequately investigated the nature and conditions of the project site and locality; has familiarized itself with conditions affecting the difficulty of the Work and the condition of the property to be maintained and treated; and has entered into this Contract based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of Owner.

Time is of the essence regarding performance under this Contract.

IV. PAYMENT CONDITIONS

Price is determined to be monthly payments. Each monthly payment is directly associated with those services actually performed during that said month, such services to be itemized by facility and service in accordance with the facilities and services itemized in this ITB. To initiate payment, Contractor shall submit a monthly invoice and by submission of said invoice, Contractor represents to Owner that the services required under the terms of this Contract to be performed during the month for which the invoice was prepared have been performed. Contractor agrees that Owner may rely on this representation. Contractor will receive the payments made by Owner and Contractor will hold such payments as a trust fund to be applied first to the payment of laborers, suppliers, subcontractors, and others responsible for the Work for which such payments are made, including sufficient funds so that all taxes and insurance applicable thereto are also paid, and shall comply with all laws applicable thereto.

V. NOTICES:

All written notices provided for in this contract or in the Contract Documents shall be deemed given if delivered personally to a responsible representative of the party, sent by telegram, fax with fax acknowledgment, or by regular mail to the party at its address specified herein. Either party may from time to time, by notice to the other as herein provided, designate a different address to which notices to it should be sent.

VI. ASSIGNMENT

Contractor shall not assign this contract or any monies due or to become due hereunder without the prior written consent of Owner. No assignment by Contractor of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of Contractor under this contract. If Owner gives written consent to an assignment of this contract, in whole or in part, Contractor shall not be relieved of its duties and obligations hereunder and shall be and remain fully responsible and liable for the acts and omissions of its assignees.

VII. COMPLIANCE

Contractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity.

VIII. SAFETY

Contractor agrees that the prevention of accidents to persons engaged upon or in the vicinity of the Work is its responsibility. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction.

SPECIFICATIONS:

I. GENERAL

Provide a full service contract for pest control and preventive maintenance for listed sites for Cobb County properties.

1. Dual action residual as an insecticide with flushing action with both rapid and long lasting killing action. Residual action indoors should last 4 to 6 weeks.
2. Occupancy requires low or no odor to the pesticide. Pesticide shall be United States Department of agriculture (USDA) approved Category F-1 for all space occupied by personnel. All other space such as hallways, closets, pipe/plumbing chases, wiring closets, HVAC equipment rooms and the penthouse may be treated with Category F-2 pesticide.
3. USDA Categories are defined as follows:
Category F-1: Pesticides for use in all areas.
Category F-2: Pesticides for use in inedible product areas only.
4. All spraying shall meet the requirements of House Bill 1317. Cobb County has adopted a policy in accordance with the State Law which requires a five year record keeping by the County, posted notice of treatment by the Pest Control Company to the requirements of House Bill 1317.
5. Pest Covered: all pests included, but not limited to, the following:
 - All pets classified as insects as well as similar pests such as spiders, ticks, scorpions, and centipedes (all flying/stinging insects included). Termites are not included.
 - All ants including fire ants.
 - All pests classified as rodents such as rats, mice, and squirrels.
 - Various small animals such as bats, snakes and birds.
6. The successful bidder shall coordinate monthly pest control treatment for each building with Property Management and should re-infestation occur after the initial treatment, the vendor must correct the problem to Property Management's satisfaction within 30 days.
7. The successful bidder shall keep documents of all rodent traps located in the buildings and a listing of the types of traps
8. The successful bidder employees shall dress in a professional and identifiable manner.

SPECIFICATIONS:

II. CHANGE ORDERS FOR ADDITIONAL SERVICES

1. This Bid clearly defines the Contractor's responsibility regarding specific sites and equipment designated on attached site and equipment listings .This includes all services as may be required to meet Bid specifications. No change orders will be allowed in this regard.
2. Contractor is not authorized, and shall not make, any repairs, equipment replacements, equipment modifications, or take any other action outside the basic services provided for in this Project Manual and any resulting contracts without the prior approval of the appropriate Owner's representative as provided herein. Any such work, unless otherwise provided for in this Project Manual, shall be at Contractor's risk and payment is not guaranteed.
3. The Contractor may identify and bring to the Owner's attention, or the Owner may request, that the Contractor provide additional services or products to the Owner. This work would be entirely remote to the Work described herein, and no extras shall be allowed or additional monies paid unless the procedures for Change Orders are strictly followed. Examples of allowed changes might include repairs to equipment or the supply of new or replacement equipment.
4. Excepting emergency services as provided herein, Contractor shall provide additional services or products only after delivering a written quote to the Owner and after receiving written approval from the Owner's authorized representative. Owner may elect to accept Contractor's offer and memorialize it's acceptance by issuance of an order verification or Purchase Order. The only exception to this requirement for a written Change Order is that in an emergency situation where time does not permit for the issuance of a written acceptance, a verbal Change Order may be issued by the Owner's authorized representative. The Owner shall have the right at all time to reject the Contractor's price proposal and have additional work performed by Owner's staff or any other Contractor Owner may choose.
5. Should the Owner, in its sole judgment, deem proposed additional Work to be of an emergency nature, Owner may direct Contractor to perform emergency services even if Owner and Contractor are unable to agree on the Contractor's price proposal, and Contractor shall, nonetheless, proceed immediately with the changed Work. Contractor shall keep a detailed account of the direct costs (and savings, if any) due to the changed Work separately from its other accounting records and shall make such records available to the Owner at Owner's request. Failure to keep adequate and separate cost records of the changed Work, and to furnish same to Owner upon its request, shall constitute an acceptance on Contractor's part of the Owner's determination of the direct costs of such changed Work. In no event shall Contractor proceed with changed Work without appropriate authorization as provide in this paragraph, and Owner shall not be liable for any additional costs incurred or delays encountered in the performance of such changed Work without such authorization.
6. Any needs for equipment repair and/or replacement that affect the proper operation of the systems that are discovered during inspection and testing and which are not covered under the base services of this Project Manual shall be reported verbally to the Owner immediately upon discovery. If requested, verbal notifications shall be followed by a written report and price proposal in accordance with requirements for Change Orders specified herein.

Cobb County General Instructions For Bidders, Terms and Conditions

I. Preparation Of Bids

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Invitations to Bid issued by Cobb County are advertised on the Cobb County Internet site (www.purchasing.cobbcounty.ga.gov) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each bidder should state the time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received in writing **by 5:00 pm, May 17, 2011** in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcounty.ga.gov. Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Bids

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing

Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.** The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. Withdraw Bid Due To Errors

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the

bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Cobb County Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request the withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

VI. Testing and Inspection

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

VII. F.O.B. Point

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

IX. Bid, Pay, & Performance Bonds

A bid bond, for not less than 5% of the base bid amount for the total value of basic services for Year 1 and a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Cobb County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The bonds shall be increased as the contract amount is increased.

XI. Insurance

Insurance requirements: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages.

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees and volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as an additional insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

XII. Award

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not be acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The County reserves the right to purchase the goods or services described herein from other sources. The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

XIII. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIV. County Furnished Property

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XV. Reject And Withdraw Bids

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XVI. Contract

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. The County's normal payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Cobb County shall pay the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

XVII. Non-Collusion

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVIII. Conflict of Interest, Etc.

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
- 2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless other wise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

XIX. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

XX. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. Substitutions

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. Ineligible Bidders

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

In compliance with the Americans With Disabilities Act (ADA), Cobb County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled

individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

XXIII. Alterations Of Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXIV. Termination For Convenience

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXV. Inter-governmental Agreement

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

XXVI. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-

consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXVII. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXV. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eeo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

XXVIII. Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS
(Effective 10-28-2010 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents **MUST INCLUDE** a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES.
IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, THE BID WILL BE DETERMINED TO BE NON-RESPONSIVE AND WILL BE DISQUALIFIED.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A.

§ 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

- (g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;
- (h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

- 4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

- 1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
- 2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
- 3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

Effective 10-28-2010

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public Commission Expires: _____

Effective 10-28-2010

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

<hr/> <i>(Project Name/Description)</i> <hr/>		
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public
Commission Expires: _____

Effective 10-28-2010

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

**This information is acquired for informational purposes only and will
have no bearing on the award unless otherwise stated**

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page ***DBE Monthly Participation Report*** with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

Exhibit C

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Full Contracted Amount: \$_____ Payment amount requested at this time: \$_____

- Please provide information below for each participating DBE subcontractor(s).**

Date Completed: _____

Conflict of Interest Statement

As a duly authorized representative of the firm _____

I, _____ with the title _____ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for Cobb County Government, that no employee of Cobb County, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County Government.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Officer's Oath

As a duly authorized representative of the firm involved in the bidding for or procuring the contract _____

I, _____ with the title _____ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

BID FORM
Page 1 of 3

TO: COBB COUNTY BOARD OF COMMISSIONERS

THE UNDERSIGNED, having examined the proposed contract documents titled:

Annual Contract - Pest Control Services
For Cobb County Government Facilities
Sealed Bid #11-5576

AND having visited the work site(s) and examined the conditions affecting the Work, HEREBY proposes and agrees to furnish all labor and materials, equipment, and appliances and to perform all operations necessary TO COMPLETE ALL WORK FOR ALL SERVICES AS REQUIRED BY THE PROJECT MANUAL, INCLUDING ANY ADDENDA,

I. Pest Control ANNUAL SERVICES: SUM FOR YEARS ONE, TWO AND, THREE FROM PEST CONTROL LOCATIONS PRICING Bid Form (Attachment A):

Year One: _____ Dollars (\$_____).

Year Two: _____ Dollars (\$_____).

Year Three: _____ Dollars (\$_____).

Grand Total _____ DOLLARS (\$_____)

The undersigned understands and agrees also to comply with and be bound by the entire contents of Sealed Bid No. #11-5576, including all Addenda.

Acknowledged: _____

The undersigned acknowledges receipt of Addenda numbers:

ADDENDUM NO.	_____	Acknowledged:	_____
--------------	-------	---------------	-------

ADDENDUM NO.	_____	Acknowledged:	_____
--------------	-------	---------------	-------

ADDENDUM NO.	_____	Acknowledged:	_____
--------------	-------	---------------	-------

ADDENDUM NO.	_____	Acknowledged:	_____
--------------	-------	---------------	-------

CONTRACTOR'S QUALIFICATION STATEMENT

I. CONTRACTOR

Name of Contractor: _____

Address of Contractor: _____

Primary Contact Person: _____

Telephone Number: _____

Type of Business Entity: _____
(corporation, sole proprietorship, partnership, p.c.)

Contractor does _____ or does not _____ anticipate using subcontractor(s) in the performance of this Work.

Contractor Business Entity Principals:

Primary Owners (if other than C-Corporation): _____

President: _____

Secretary: _____

Business is organized under the Laws of the State of _____

II. BANK REFERENCE

Primary Bank: _____

Relationship officer
responsible for account: _____

Telephone Number: _____

III. REFERENCES

Attach names, contact persons and current telephone numbers of a minimum of five (5) references of companies for which you are currently providing services substantially similar to those specified in this bid.

IV. BACKGROUND

Has Contractor ever done business under a different name? _____

If so, provide names: _____

Prior projects with Cobb County: _____

V. COMPLIANCE DOCUMENTS

Required documentation of compliance with the Georgia Security and Immigration Compliance Act, Conflict of Interest and Officer's Oath, and declarations regarding Disadvantage Businesses if applicable) are _____ are not _____ included with this bid submittal.

BIDDER SIGNATURES

Bid dated this _____ day of _____ 2011

Bidder: _____

Signed: _____

Title: _____

Address: _____

END OF BID FORM

SAMPLE CONTRACT

PAGE 1 OF 1	DATE:
--------------------	--------------

AGREEMENT

OWNER: COBB COUNTY BOARD OF COMMISSIONERS
100 CHEROKEE STREET
MARIETTA, GEORGIA 30060

CONTRACTOR: CONTRACTOR NAME AND ADDRESS

WORK: **ANNUAL CONTRACT FOR PEST CONTROL FOR- COBB COUNTY FACILITIES:**
The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #11- 5576, including any addendums thereto, (aka Project Manual), and the Contractor's Bid Proposal. Contractor understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the owner at the time of each renewal term if Owner chooses to renew. Bonds and insurance shall be written by a firm acceptable to the Owner as specified in the Project Manual.

TERM: _____, with full renewal options per the Project Manual. Owner shall exercise renewal options by issuance and delivery to Contractor of appropriate purchase orders.

PROJECT: Full Service pest control services in accordance with the Project Manual for all properties listed on Schedule A to this Agreement.

PRICE: Basic Services included in the Project shall be billed in twelve monthly payments of at individual service pricing provided in the Contractor's bid submittal.

BILLING: All original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for Work completed during the period covered by the invoice and shall clearly identify such work in accordance with invoicing guidelines in the Project Manual.

IN WITNESS WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Ga. 30060

Contractor Name
Street Address
City, State, ZIP

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID Number: _____

COBB COUNTY PROPERTY MANAGEMENT
COBB COUNTY PROPERTY MANAGEMENT
57 WADDELL STREET, MARIETTA, GA 30060-1964

PAYMENT BOND

Bond Number:_____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal,
hereinafter called "**Contractor**", and _____, a
corporation duly organized under the laws of the State of _____ listed in the latest issue of U.S.
Treasury Circular 570, and registered in State of Georgia, as Surety, hereinafter called "**Surety**", are held
and firmly bound unto Cobb County, Georgia, hereinafter called "**Owner**", in the sum of _____
_____ (in words), (\$ _____) (in figures), for the
payment of which sum, well and truly to be made, the **Contractor** and **Surety** bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Contractor** has entered into a written contract dated _____, 20____ with
the **Owner** for performance of _____ in accordance with drawings and/or
specifications prepared by or for Cobb County which contract is by reference made a part of this bond by
reference as if fully set forth herein, and is hereinafter referred to as the **Contract**.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **Contractor** shall
promptly make payment to all claimants as hereinafter defined, for all labor and material used or
reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise
it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as an entity having a direct contract with the **Contractor** or with a
Subcontractor of the **Contractor** for labor, material, or both, used or reasonably required for use in
the performance of the Contract, "labor and material" being construed to include but not limited to
that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment
directly applicable to the Contract.

- B. The **Contractor** and **Surety** hereby jointly and severally agree with the **Owner** that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due claimant, and have execution thereon. The **Owner** shall not be liable for the payment of any judgment costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
1. Unless claimant, other than one having a direct contract with the **Contractor**, shall have given written notice to any two of the following: the **Contractor**, the **Owner**, or the **Surety** above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial specifics and accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the **Contractor**, **Owner** and/or **Surety**, at the addresses provided in the Contract or in this bond, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 2. After one (1) year from the completion of Contract and the acceptance by **Owner** of the work there under, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 3. Other than in a state court of competent jurisdiction in and or the county or of the state in which the project, or any part thereof, is situated.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by **Surety** of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.
- E. PROVIDED FURTHER, that the said **Surety**, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest:

By: _____

Attest:

By: _____

Principal/Contractor (SEAL)

Signature

Typed Name

Title

Surety (SEAL)

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

(Bond must not be dated prior to date of Agreement)

PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, hereinafter called "**Builder**", and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, hereinafter called "**Surety**", are held and firmly bound unto Cobb County, Georgia, hereinafter called "**Owner**", in the sum of _____ (in words), (\$ _____)(in figures), for payment of which sum, well and truly to be made, the **Builder** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Builder** has entered into a written contract dated _____, 20____ with **Owner** for the construction of _____ in accordance with drawings and/or specifications prepared by or for Cobb County which contract is made a part of this bond by reference as if set forth herein and is hereinafter referred to as the "**Contract**."

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **Builder** shall promptly and faithfully perform said **Contract**, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, FURTHER, that **Surety**, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Whenever **Builder** shall be, and declared by **Owner** to be in default under the Contract, the **Owner**, having performed **Owner's** obligations there under, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the **Contract** in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the **Contract** in accordance with its terms, and conditions, and upon determination by the **Owner** and the **Surety** jointly of the responsible and responsive bidder, arrange for a contract between such bidder and **Owner**, and make available as work progresses (even though there should be default or a succession of defaults) under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the **Contract** price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by **Owner** to **Builder** under the **Contract** and any amendments thereto, less the amount paid by **Owner** to **Builder**.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the **Contract** falls due

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the **Owner** named herein or the heirs, executors, administrators or successors of the **Owner**.

The **Surety** may only cancel this bond by first providing thirty (30) days written notice to **Owner** and Builder. Such cancellation shall not discharge the **Surety** from liability already accrued under this bond prior to the expiration of the thirty (30) day period.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest:

By: _____

Attest:

By: _____

Principal/Builder (SEAL)

Signature

Typed Name

President
Title

Surety (SEAL)

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

**ATTACHMENT A
PROPERTY MANAGEMENT
PEST CONTROL LOCATIONS**

No.	BUILDING	ADDRESS	SQUARE FOOTAGE	MONTHLY CHARGE
1	Administrative Building	10 East Park Square, Marietta, GA	47,475	\$
2	Community Development	191 Lawrence Street, Marietta, GA	28,542	\$
3	223 Washington Street	223 Washington Street, Marietta, GA	4,535	\$
4	Acworth Library	4569 Dallas Street, Acworth, GA	2,916	\$
5	Adult Day Care Center	277 Fairground Street, Marietta, GA	16,200	\$
6	Animal Control Building	1060 Al Bishop Drive, Marietta, GA	31,000	\$
7	Atrium	32 Waddell Street, Marietta, GA	6,500	\$
8	Austell Senior Center	5590 Austell Powder Sprg. Road, Austell GA	7,200	\$
9	CCT Transfer Station	2969 Cumberland Parkway, Smyrna, GA	1,388	\$
10	Cabinet Shop	30 Key Drive, Marietta, GA	5,000	\$
11	Canton Road Tag Office	2950 Canton Road, Marietta, GA	1,800	\$
12	Central Library	266 Roswell Street, Marietta, GA	66,000	\$
13	Cobb County Building	100 Cherokee Street, Marietta, GA	76,500	\$
14	Crimes Against Persons	154 N. Marietta Parkway, Marietta, GA	3,282	\$
15	Department of Transportation	1890 County Service Parkway, Marietta, GA	26,000	\$
16	East Cobb Government Center	4400 Lower Roswell Road, Marietta, GA	21,500	\$
17	East Cobb Library	4880 Lower Roswell Road Marietta, GA	16,800	\$
18	East Cobb Senior Center	3332 Sandy Plains Road, Marietta, GA	18,000	\$
19	East Marietta Library	2051 Lower Roswell Road, Marietta, GA	8,600	\$
20	Extensions Services/Forestry/DNR	1151 Whitlock Avenue, Marietta, GA	4,600	\$
21	Extensions Services	670 South Cobb Drive, Marietta, Ga	9,200	\$
22	Fleet / Solid Waste	2050 County Service Parkway, Marietta, GA	20,262	\$
23	Freeman Poole Senior Center	4025 South Hurt Road, Smyrna, GA	18,000	\$
24	Gritters Library	880 Shaw Park Road, Marietta, GA	7,500	\$
25	Hattie Wilson Library	350 Lemon Street, Marietta, GA	1,176	\$
26	Juvenile Court Building	1738 County Service Parkway, Marietta, GA	45,000	\$
27	Kemp Library	4029 Due West Road, Marietta, GA	6,000	\$
28	Kennesaw Library	2050 Lewis Street, Marietta, GA	4,916	\$
29	Lewis A. Ray Library	4500 Oakdale Road, Smyrna, GA	2,916	\$
30	Marietta Senior Center H.Q.	32 N. Fairground Street, Marietta, GA	21,000	\$
31	McCollum Airport Control Tower	1723 McCollum Parkway, Kennesaw, GA	8,300	\$
32	Medical Examiner's Building	150 N. Marietta Parkway, Marietta, GA	3,380	\$
33	Merchant's Walk Library	1327 Merchant Walk Parkway, Marietta, GA	7,500	\$
34	Mountain View Library	3328 Sandy Plains Road, Marietta, GA	1,600	\$
35	North Cobb Police/Fire Station	2380 N. Cobb Parkway, Marietta, GA	24,000	\$
36	Permits and Homicide Building	154 N. Marietta Parkway, Marietta, GA	31,343	\$
37	Police Firing Range	2109 Academy Drive, Marietta, GA	2,345	\$
38	Police Headquarters	140 N. Marietta Parkway, Marietta, GA	21,784	\$
39	Powder springs Station	1100 powder springs road Marietta, GA	90,000	\$
40	Police Property Building	52 N. Marietta Parkway, Marietta, GA	7,200	\$
41	Powder Springs Library	4262 Marietta Street, Powder Sprgs, GA	4,916	\$
42	Property Management	57 Waddell Street, Marietta, GA	19,000	\$
43	Public Safety Building	185 Roswell Road, Marietta, GA	50,010	\$
44	Public Safety Training Building	2109 Academy Drive, Marietta, GA	21,000	\$
45	Purchasing Building	1772 County Service Parkway, Marietta, GA	14,520	\$
46	Purchasing Storage Building	1756 County Services Pkwy, Marietta, GA	3,000	\$

No.	BUILDING	ADDRESS	SQUARE FOOTAGE	MONTHLY CHARGE
47	Sibley Library	1539 South Cobb Drive, Marietta, GA	2,916	\$
48	Smyrna Health Department	3830 South Cobb Drive, Marietta, GA	37,660	\$
49	South Cobb Community Center	675 Six Flags Drive, Austell, GA	4,176	\$
50	South Cobb Library	5801 Mableton Parkway, Austell, GA	8,600	\$
51	South Cobb Police/Fire Station	1901 Cumberland Parkway, Marietta, GA	23,100	\$
52	South Cobb Service Center	4700 Austell Road, Marietta, GA	21,000	\$
53	State Court Building	12 East Park Square, Marietta, GA	100,000	\$
54	Stratton Library	1100 Powder Springs Rd. Marietta, GA	7,500	\$
55	Superior Court	70 Haynes Street Marietta, GA	260,000	\$
56	Superior Court North Building	30 Waddell Street, Marietta, GA	42,000	\$
57	Superior Court Probation	109 Anderson Street, Marietta, GA	5,307	\$
58	Superior Court South Building	32 Waddell Street, Marietta, GA	41,665	\$
59	Sweetwater Valley Library	2773 Sweetwater Street, Austell, GA	8,000	\$
60	Tag Office	700 South Cobb Drive, Marietta, GA	12,000	\$
61	Vinings Library	4300 Powers Ferry Road, Marietta, GA	8,000	\$
62	(Voter Registration) Elections Bldg.	47 Waddell Street, Marietta, GA	12,115	\$
63	West Cobb Police/Fire	360 Midway Road, Marietta, GA	18,200	\$
64	West Cobb Regional Library	1750 Dennis Kemp Lane, Marietta, GA	20,000	\$
65	West Cobb Senior Center	4915 Dallas Highway, Powder Springs, GA	18,000	\$
66	Windy Hill Senior Center	1885 Smyrna Austell Road, Smyrna, GA	16,000	\$
67	Work Force Dev. Satellite	463 Commerce Park Drive, Marietta	10,421	\$
68	800 MHZ Bryant Tower- Bryant Bldg	6690 Factory Shoals at S. Gordon Road, Austell, GA	300	\$
69	800 MHZ Kennesaw Tower	Kennesaw Mountain, Kennesaw, GA	256	\$
70	West Park Government Center	736 Whitlock Ave, Marietta, GA	54,000	\$
71	South Cobb Regional Library		20,000	\$
72	Animal Control Annex	Al Bishop Dr, Marietta, GA	15,000	\$
73	Health Dept Supply	County Services Pkwy	3,000	\$

GRAND TOTAL

\$ _____

ATTACHMENT A
PARKS, RECREATION AND CULTURAL AFFAIRS
PEST CONTROL LOCATIONS

NO.	BUILDING	ADDRESS	SQUARE FT	MONTHLY CHARGE
1	Administration & Operations Bldgs.	1792 County Services Pkwy, Marietta	16,280	\$
2	Al Bishop Complex (Hub)	1082 Al Bishop Drive, Marietta	2,730	\$
3	Anderson Theater	548 South Marietta Pkwy, Marietta	24,000	\$
4	Big Shanty Park (Hub)	2050 Kennesaw Due West Rd, Kennesaw	1,600	\$
5	Cato Property	5286 Austell Road, Austell	1,655	\$
6	Central Aquatic Center	520 Fairground Street, Marietta	11,000	\$
7	Clarkdale Park (Hub)	4905 Austell-Powder Spgs. Rd., Powder Spgs	1,600	\$
8	Cobb Civic Center	548 S. Marietta Pkwy, Marietta	36,000	\$
9	Cobblestone Golf Course	4200 Nance Road, Acworth	6,554	\$
10	Fair Oaks Tennis Center	3499 West Booth Road, Marietta	1,140	\$
11	Fair Oaks Recreation Center	1465 West Booth Rd., Ext., Marietta	16,574	\$
12	Fullers Recreation Center	3499 Robinson Road, Marietta	14,000	\$
13	Gymnastic Center	542 Fairground Street, Marietta	10,000	\$
14	Harrison Tennis Center	2653 Shallowford Road, Marietta	2,200	\$
15	Hyde Farm - Dolvin House	721 Hyde Road, Marietta	6,000	\$
16	Jean & Elwood Wright Environmental Education Ctr.	2661 Johnson Ferry Road, Marietta	1,764	\$
17	Jim R. Miller Park (Bldg A & B)	2245 Callaway Road, Marietta	18,864	\$
18	Kenworth Tennis Center	4100 Highway 293, Acworth	1,681	\$
19	Lost Mountain Park (Hubs 1&2)	4845 Dallas Highway, Powder Springs	1,700	\$
20	Lost Mountain Park -Western District Operations	4845 Dallas Highway, Powder Springs	5,000	\$
21	Lost Mountain Tennis Center	4845 Dallas Highway, Powder Springs	2,116	\$
22	Mable House Barnes Amphitheater	5239 Floyd Road, Mableton	25,450	\$
23	Mable House Cultural Center	5239 Floyd Road, Mableton	5,500	\$
24	Miller Park - Log Cabin	2245 Callaway Road, Marietta	480	\$
25	Mountain View Aquatic Center	2650 Gordy Pkwy, Marietta	30,000	\$
26	Mountain View Community Ctr.	3400 Sandy Plains Road, Marietta	6,000	\$
27	Noonday Park- Eastern Dist.	489 Hawkins Store Road, Kennesaw	5,400	\$
28	Northeast Cobb Community Ctr.	3100 Jaycee Drive, Marietta	1,200	\$
29	Powder Springs Park-Pool House	3899 Brownsville Road, Powder Springs	1,500	\$
30	Ron Anderson Recreation Ctr.	3820 Macedonia Road, Powder Springs	25,300	\$
31	The Art Station	2050 Kennesaw Due West Rd, Kennesaw	3,600	\$
32	Sewell Park - Pool House	2055 Lower Roswell Road, Marietta	1,800	\$
33	South Cobb Aquatic Ctr.	875 Six Flags Drive, Austell	10,000	\$
34	South Cobb Community Ctr.	620 Lions Drive, Mableton	6,000	\$
35	South Cobb Recreation Center	875 Six Flags Drive, Austell	21,000	\$
36	Stout Park	5420 Stout Pkwy., Powder Springs	1,652	\$
37	Stout Park - Austell Senior Ctr.	5315 Brownsville Rd. Powder Springs	4,146	\$
38	Sweetwater Tennis Center	2447 Clay Road, Austell	1,568	\$
39	Terrell Mill Tennis Center	480 Terrell Mill Road, Marietta	1,681	\$
40	The Art Place	3330 Sandy Plains Road, Marietta	13,125	\$
41	Thompson Park Community Ctr.	555 Nickajack Road, Mableton	7,000	\$
42	Ward Recreation Center	4845 Dallas Highway, Powder Springs	14,000	\$
43	West Cobb Aquatic Center	3675 Macland Road, Powder Springs	11,000	\$
44	Woodruff Cottage	1792 County Services Pkwy, Marietta	700	\$

GRAND TOTAL \$ _____

ATTACHMENT A				
COBB COUNTY WATER DEPARTMENT				
PEST CONTROL LOCATIONS				
NO.	BUILDING	ADDRESS	SQUARE FT	MONTHLY CHARGE
	R. L SUTTON WRF	5175 S. ATLANTA RD., SMYRNA, GA 30080		
1	Control Building			
	A. Top Floor		3,800	\$
	B. Botton Floor		3,800	\$
2	Chemical Feed Building			
	A. Top Floor		1,400	\$
	B. Botton Floor (Pump Room)		1,400	\$
3	Chlorine Building			
	A. Feeders Room, etc.		820	\$
	B. Dock, Tank Storage Area		2,100	\$
4	Sludge Dewatering Building			
	A. Centrifuge Level		4,720	\$
	B. Conveyor Level		6,430	\$
	C. Feed Pump Level		6,430	\$
5	Sludge Thinkening Building			
	A. Centrifuge Level (mezzanine)		2,050	\$
	B. Lower Level		4,100	\$
6	Power Generation Building			
	A. Upper Level		6,550	\$
	B. Lower Level		6,550	\$
7	Digester Headhouse			
	A. Upper Level		1,150	\$
	B. Lower Level		1,150	\$
8	Odor Control Building		980	\$
9	Vehicle Maintenance Building		2,160	\$
10	DAFT Building			
	A. Upper Level		850	\$
	B. Lower Level		1,000	\$
11	Primary Pump Station No. 1		770	\$
12	Primary Pump Station No. 2		940	\$
13	Intermediate Pump Station			
	A. Moter Level		2,880	\$
	B. Pump Level		2,200	\$
14	Lime Feed Building		570	\$
15	Return Sludge Pump Station No. 1			
	A. Moter Level		595	\$
	B. Pump Level		595	\$
16	Return Sludge Pump Station No. 2			
	A. Moter Level		595	\$
	B. Pump Level		595	\$
17	Laboratory Building		3,400	\$
18	Blower Building No. 1		2,700	\$
19	Blower Building No. 2		4,150	\$
20	Influent Pump Station			
	A. MCC Level		1,780	\$
	B. Moter Level		1,900	\$
	C. Pump Level		1,360	\$
	D. Screen Room (Lower Level)		675	\$
21	Wast Sludge Pump Station		1,810	\$
	TOTAL AREA OF SUTTON WRF BUILDINGS		84,955	\$
		Subtotal		\$

--	--	--	--	--

	NORTHWEST COBB WRF	3740 HWY 293, KENNESAW, GA 30144		
NO.	BUILDING	ADDRESS	SQUARE FT	MONTHLY CHARGE
1	Control Building		3,430	\$
2	Chemical/Maintenance Building		3,140	\$
3	Digester Blower Building		1,900	\$
4	Effluent Pump Station (old)			
	A. Motor Level		680	\$
	B. Pump Level		680	\$
5	Primary Sludge Pump Station (old)		820	\$
6	Primary Sludge Pump Station (new))		1,290	\$
7	Blower Building			
	A. Blower Level (Upper)		1,250	\$
	B. RAS Pump Room (Lower)		410	\$
8	Sludge Handling Building		3,240	\$
9	RAS Pump Station		1,140	\$
10	Digester Sludge Pump Station		680	\$
	TOTAL AREA OF NORTHWEST COBB WRF BUILDINGS		18,660	\$
		Subtotal		\$
	NOONDAY CREEK WRF	415 SHALLOWFORD RD., KENNESAW , GA		
NO.	BUILDING	ADDRESS	SQUARE FT	MONTHLY CHARGE
1	Control Building		7,400	\$
2	Influent Pump Station			
	A. Motor Level		1,420	\$
	B. Pump Level		1,420	\$
3	Primary Sludge Pump Station No. 1		1,520	\$
4	Primary Sludge Pump Station No. 2		1,520	\$
5	Blower Building		2,015	\$
6	RAS Pump Station No. 1 (pump Level)		400	\$
7	RAS Pump Station No. 2 (pump Level)		400	\$
8	Chemical Feed Building		2,510	\$
9	Electrical Building (old RBC Blower Bldg)		3,570	\$
10	Digester HeadHouse			
	A. Upper Level		1,550	\$
	B. Lower Level		1,550	\$
11	Maintenance Building			
	A. Offices, etc		640	\$
	B. Parts Storage, shop area		5,360	\$
12	Sludge Handling Building			
	A. Press Level		9,500	\$
	B. Bunker, Pump Level		9,500	\$
13	Effluent Filter Building (Deep Bed)			
	A. Pump/Electrical Room		1,240	\$
	B. Pipe Gallery (lower level)		1,750	\$
	TOTAL AREA OF NOONDAY WRF BUILDINGS		53,265	\$
		Subtotal		\$

	SOUTH COBB WRF	490 LEE INDUSTRIAL BLVD., AUSTELL, GA		
NO.	BUILDING	ADDRESS	SQUARE FT	MONTHLY CHARGE
1	Control Building			
	A. Upper Level		4,600	\$
	B. Lower Level		6,150	\$
2	Screening Building			
	A. Upper Level		2,300	\$
	B. Lower Level		2,300	\$
3	Rotary Screen Building		1,150	\$
4	Primary Gallery		5,000	\$
5	Secondary Gallery		5,800	\$
6	Blower Building (new)		3,170	\$
7	RAS Pump Station		700	\$
8	Secondary MCC Building		700	\$
9	Chlorine Building			
	A. Chlorinator Room/Electrical Rm		970	\$
	B. Tank Storage Area		1,900	\$
10	Chemical Feed Building		630	\$
11	Blower/Electrical Building (old)		2,640	\$
12	Generator/Electrical Building (new)		2,560	\$
13	DAFT Control Building		3,000	\$
14	DAFT Pump Building		900	\$
15	Thickened Sludge Pump Station			
	A. Upper Level		480	\$
	B. Lower Level		480	\$
16	Sludge Handling Building		13,120	\$
17	Maintenance Shop			
	A. Upper Level		1,150	\$
	B. Lower Level		480	\$
18	Sludge Pump Station		600	\$
	TOTAL AREA OF SOUTH COBB WRF BUILDINGS		60,780	
		Subtotal		\$
	COBB WATER SYSTEM	680 SOUTH COBB DR., MARIETTA, GA		
NO.	BUILDING	ADDRESS	SQUARE FT	MONTHLY CHARGE
1	Building #3			
	Level 1		9,127	\$
	Level 2		9,027	\$
2	Building #4		16,250	\$
3	Building #5		12,412	\$
4	Mezzanine		3,383	\$
5	Building #2			
	Level 1		13,250	\$
	Level 2		13,250	\$
	TOTAL AREA OF 680 SOUTH COBB DR. WATER SYSTEM		76,699	\$
		Subtotal		\$

	COBB WATER SYSTEM	660 SOUTH COBB DR. MARIETTA, GA		
	Customer Service		27,000	\$
	TOTAL AREA OF 660 SOUTH COBB DRIVE		27,000	\$
		Subtotal		\$
	COBB WATER SYSTEM	662 SOUTH COBB DR. MARIETTA, GA		
	Water Lab		10,600	\$
	TOTAL AREA OF 662 SOUTH COBB DRIVE		10,600	\$
		Subtotal		\$
	GRAND TOTALS - ALL LOCATIONS	\$ _____		

**ATTACHMENT A
FIRE DEPARTMENT
PEST CONTROL LOCATIONS**

FIRE STATION	BUILDING	ADDRESS	APPROX. SQ. FT.	MONTHLY CHARGE
1	24 Hr. Fire/Police	5656 Mableton Pkwy, Mableton 30126	6,800	\$
2	24 Hr. Fire/Police	208 Barber Rd., Marietta 30060	5,600	\$
3	24 Hr. Fire/Police	580 Terrell Mill Rd., Marietta 30067	4,719	\$
4	24 Hr. Fire/Police	1901 Cumberland Pkwy., Atlanta 30339	23,630	\$
5	24 Hr. Fire/Police	4336 Paces Ferry Road, NW 30339	4,399	\$
6	24 Hr. Fire/Police	5075 Hiram Lithia Sprgs. Rd, Powder Sprgs.30127	4,661	\$
7	24 Hr. Fire/Police	810 Hurt Road, Austell 30106	2,600	\$
8	24 Hr. Fire/Police	2380 N. Cobb Parkway - Police & Fire Superstation 30152	30,021	\$
9	24 Hr. Fire/Police	7300 Factory Shoals Road, Austell 30168	3,200	\$
10	24 Hr. Fire/Police	2049 Powder Springs Rd, Marietta 30008	5,500	\$
11	24 Hr. Fire/Police	4550 Cowan Road, Acworth 30101	3,583	\$
12	24 Hr. Fire/Police	810 Brackett Rd, Marietta 30060	5,600	\$
13	24 Hr. Fire/Police	4640 Dallas Highway, Powder Springs 30127	18,390	\$
14	24 Hr. Fire/Police	2905 Library Lane, Marietta 30062	3,200	\$
15	24 Hr. Fire/Police	3892 Oak Lane, Marietta 30062	4,981	\$
16	24 Hr. Fire/Police	3800 Bells Ferry Rd, Kennesaw30144	5,500	\$
17	24 Hr. Fire/Police	3361 Ernest W. Barrett Pkwy NW, Marietta 30064	3,200	\$
18	24 Hr. Fire/Police	1660 Mars Hill Road, Acworth 30101	3,200	\$
19	24 Hr. Fire/Police	1500 Powers Ferry Road, Marietta 30067	6,876	\$
20	24 Hr. Fire/Police	1298 Hilton Drive, Marietta 30067	4,282	\$
21	24 Hr. Fire/Police	4400 Lower Roswell Rd, E. Cobb Gov't Svc Center 30067	28,000	\$
22	24 Hr. Fire/Police	4700 Austell Rd, S. Cobb Gov't Service Center 30136	28,000	\$
23	24 Hr. Fire/Police	3470 New Macland Rd, Powder Springs 30127	5,500	\$
24	24 Hr. Fire/Police	3540 Paul Samuel Rd, Kennesaw 30152	6,926	\$
25	24 Hr. Fire/Police	4431 Trickum Rd, Marietta 30066	5,454	\$
26	24 Hr. Fire/Police	3862 Cherokee St., Kennesaw 30144	5,324	\$
27	24 Hr. Fire/Police	477 Veterans Memorial Hwy, Mableton 30126	6,800	\$
30	24 Hr. Fire/Police	2370 Austell Road, Marietta, 30008	8,600	\$
	Safety Village	1220 Al Bishop Drive, Marietta 30008	27,500	\$
	Admin, 1/2 Story	Fire Department Headquarters		
		1596 County Services Parkway, Marietta	10,000	\$
	Mainten./W-house	Fire Department Vehicle Maintenance Bldg		
		1958 County Services Parkway, Marietta	5,000	\$
	Mixed use w/Admin	Fire Arson & Maintenance Bldg.		
		2370 Austell Road, Marietta	3,186	\$
		New Fire Admin. Headquarters	17,300	\$
		1595 County Services Pkwy, Marietta, GA		
	GRAND TOTAL	\$		